UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
BOWLING GREEN DIVISION

CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT SYSTEM, on Behalf of Itself and All Others Similarly Situated, Plaintiff, vs. HOLLEY INC., f/k/a EMPOWER LTD., et al., Defendants.	Civil Action No. 1:23-cv-00148-GNS CLASS ACTION

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED HOLLEY INC. ("HOLLEY" OR THE "COMPANY") SECURITIES DURING THE PERIOD BETWEEN JULY 21, 2021 AND FEBRUARY 6, 2023, INCLUSIVE, AND WERE ALLEGEDLY DAMAGED THEREBY, AND ARE NOT OTHERWISE EXCLUDED FROM THE CLASS (THE "CLASS")

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE NOVEMBER 19, 2026**.

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION.

This Notice of Pendency and Proposed Settlement of Class Action ("Notice") has been provided to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Western District of Kentucky, Bowling Green Division (the "Court"). The purpose of this Notice is to inform you of the pendency of this class action (the "Litigation") between Lead Plaintiff City of Fort Lauderdale General Employees' Retirement System, on behalf of itself and others similarly situated, and Defendants Holley, Tom Tomlinson, Dominic Bardos, and Vinod Nimmagadda; the proposed $12,750,000 cash settlement reached therein (the "Settlement"); and the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as well as counsel's application for fees and expenses. This Notice describes what steps you may take in relation to the Settlement and this class action.[1]

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the pendency and proposed Settlement of the Litigation and of your rights in connection therewith.

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement, dated July 17, 2026 (the "Settlement Agreement" or "Stipulation"), which is available on the website www.HolleySecuritiesSettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. **Proof of Claim forms must be postmarked or submitted online on or before November 19, 2026.**
EXCLUDE YOURSELF	Get no payment. This is the only option that ***potentially*** allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties (as defined below) about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. **Exclusions must be *received* on or before October 19, 2026.**
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. **Objections must be *received* by the Court and counsel on or before October 19, 2026. If you submit a written objection, you may (but do not have to) attend the hearing.**
GO TO THE HEARING ON NOVEMBER 9, 2026	Ask to speak in Court about the fairness of the Settlement. **Requests to speak must be *received* by the Court and counsel on or before October 19, 2026.**
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Party about the legal claims being resolved by this Settlement, and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, a $12,750,000 settlement fund has been established. Based on Lead Plaintiff's estimate of the number of Holley securities eligible to recover under the Settlement, the average distribution per share of common stock under the Plan of Allocation is approximately $0.16 before deduction of any Taxes or Tax Expenses on the income earned on the Settlement Amount thereof, Notice and Administration Expenses, and any Court-awarded attorneys' fees, expenses, and interest thereon as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that Claimant's Claims as compared to the total Claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. *See* the Plan of Allocation set forth and discussed at pages 11-15 below for more information on the calculation of your Claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages, and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they violated any laws, deny that this action could proceed as a class action, deny that they are liable to the Class, and deny that the Class has suffered any injury or damages. The issues on which the parties disagree are many, but include: (1) whether Lead Plaintiff has satisfied its burden under the Federal Rules of Civil Procedure for certifying the proposed class and representing that class as Lead Plaintiff; (2) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other law; (3) whether Defendants have valid defenses to any such claims of liability; (4) the appropriate economic model for determining the amount by which the prices of Holley securities were allegedly artificially inflated (if at all) during the Class Period; (5) the amount, if any, by which the prices of Holley securities were allegedly artificially inflated (if at all) during the Class Period; (6) the effect of various market forces on the prices of Holley securities at various times during the Class Period; (7) the extent to which external factors influenced the prices of Holley securities at various times during the Class Period; (8) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the prices of Holley securities at various times during the Class Period; and (9) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the prices of Holley securities at various times during the Class Period.

Statement of Attorneys' Fees and Expenses Sought

Since the Litigation's inception, Lead Counsel has expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and has advanced the expenses of the Litigation in the expectation that if it was successful in obtaining a recovery for the Class, it would be paid from such recovery. Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed twenty-five percent (25%) of the Settlement Amount, plus expenses not to exceed $300,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. If the amounts requested are approved by the Court, the average cost per share of Holley securities will be approximately $0.04. In addition, Lead Plaintiff may apply for an award not to exceed $10,000 in connection with its representation of the Class.

Further Information

For further information regarding the Litigation, this Notice, or to review the Stipulation, please contact the Claims Administrator toll-free at 1-888-808-6249, via email at info@HolleySecuritiesSettlement.com, or visit the website www.HolleySecuritiesSettlement.com.

You may also contact a representative of counsel for the Class: Greg Wood, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com, www.rgrdlaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

Reasons for the Settlement

Lead Plaintiff's principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. Defendants have denied, and continue to deny, each and all of the claims and allegations asserted against them in the Litigation. For the Defendants, who have denied, and continue to deny, all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the costs, burdens, and uncertainty inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further continuation of this Litigation could be protracted and unnecessarily costly.

BASIC INFORMATION

1. What is the purpose of this Notice?

This Notice is being made available to you pursuant to an Order of a U.S. District Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or acquired Holley securities during the period between July 21, 2021 and February 6, 2023, inclusive (the "Class Period").

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the Western District of Kentucky, Bowling Green Division, and the case is known as *City of Fort Lauderdale General Employees' Retirement System v. Holley Inc., f/k/a Empower Ltd., et al.,* Civil Action No. 1:23-cv-00148-GNS. The case has been assigned to the Honorable Greg N. Stivers. The institution representing the Class is the Lead Plaintiff, and the company and individuals it sued and who have now settled are called the Defendants.

The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Litigation, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

2. What is this lawsuit about?

This case is pending before Judge Greg N. Stivers in the United States District Court for the Western District of Kentucky, Bowling Green Division. Lead Plaintiff filed the initial complaint in this case on November 6, 2023 (ECF 1), and after appointment as Lead Plaintiff, filed the Amended Complaint for Violations of the Federal Securities Laws ("Amended Complaint") on April 26, 2024. ECF 36. Lead Plaintiff alleged that Defendants made false or misleading statements about Holley's business, operations, and growth prospects. Specifically, Lead Plaintiff challenged Defendants' statements about Holley's relationships with reseller customers, pricing, direct-to-consumer business, and mergers and acquisitions activity.

Defendants moved to dismiss the Amended Complaint with prejudice. ECF 42. Lead Plaintiff opposed Defendants' motion to dismiss, and Defendants replied. ECF 43, 44.

While Defendants' motion to dismiss was pending and before any order was entered, Lead Plaintiff moved for leave to file the Supplemented Amended Complaint for Violations of the Federal Securities Laws ("Supplemented Complaint") under Rule 15(d) of the Federal Rules of Civil Procedure. ECF 55.

Defendants opposed. ECF 56. On March 20, 2025, the Court issued a Memorandum Opinion and Order granting Lead Plaintiff's motion for leave to supplement, ordering that the Supplemented Complaint be filed, and denying Defendants' pending motion to dismiss as moot. *See* ECF 67. The Clerk of Court filed the Supplemented Complaint the same day. ECF 68.

Defendants then moved to dismiss the Supplemented Complaint. ECF 70. On August 29, 2025, the Court denied Defendants' motion to dismiss. ECF 78.

Soon after denial of the motion to dismiss the Supplemented Complaint, the Settling Parties exchanged initial (and, later, supplemented) disclosures and began discovery. Lead Plaintiff served Defendants with six written interrogatories, 58 requests for production, and 33 requests for admission. Defendants likewise served Lead Plaintiff with discovery, including one interrogatory and 31 requests for production. The Settling Parties engaged in extensive discovery-related negotiations, including through written correspondence, as to the scope of discovery. They also negotiated custodians, search terms, and the relevant time period for discovery. In connection with this, Defendants produced documents to Lead Plaintiff totaling approximately 136,000 pages, and Lead Plaintiff produced documents totaling approximately 26,000 pages to Defendants, pursuant to an extensively negotiated protocol for the production of electronically stored documents (ECF 103) and a confidentiality order (ECF 104).

The Settling Parties also conducted third-party discovery: Lead Plaintiff issued subpoenas *duces tecum* to four of Holley's distribution partners, as well as to eleven financial analyst firms who covered Holley during the Class Period. Defendants likewise served document subpoenas to Lead Plaintiff's investment manager and investment consultant, who were involved in Lead Plaintiff's purchase of Holley securities. The Settling Parties obtained more than 10,000 pages of documents from third parties. In total, over 173,000 pages of documents were produced by the Settling Parties and third parties in connection with discovery.

On January 23, 2026, Lead Plaintiff filed its Motion and Incorporated Memorandum of Law for Class Certification and Appointment of Class Representative and Class Counsel, which was supported by the expert report of Lead Plaintiff's market efficiency expert, Dr. Matthew D. Cain ("Dr. Cain"). ECF 122. In connection with Defendants' planned opposition to the motion for class certification, on April 7, 2026, Defendants deposed Lead Plaintiff's pension administrator and Federal Rule of Civil Procedure 30(b)(6) representative. Similarly, on April 10, 2026, Defendants took the deposition of Dr. Cain regarding his market efficiency report and his opinion that damages in this action are capable of being calculated on a class-wide basis using a common methodology. Defendants' opposition to class certification was scheduled to be filed on April 29, 2026. Also scheduled for April 29, 2026 was the noticed deposition of Holley's Federal Rule of Civil Procedure 30(b)(6) representative.

On April 16, 2026, before Defendants filed their opposition to class certification, the Settling Parties attended a mediation at the offices of Latham & Watkins in New York City, New York, before a mutually agreed-upon private mediator, David Murphy ("Mr. Murphy") of Phillips ADR. Although the in-person mediation was unsuccessful, the Settling Parties, through the ongoing assistance of Mr. Murphy, subsequently reached a settlement-in-principle to resolve all claims in this action for the Settlement Amount.

On April 22, 2026, the Settling Parties notified the Court that the Settling Parties had reached a settlement-in-principle and requested that all deadlines be stayed for 60 days. ECF 143. On April 24, 2026, the Court entered an Order staying all deadlines until June 22, 2026. ECF 145.

3. Why is there a settlement?

The Court has not decided in favor of the Lead Plaintiff or Defendants. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members will receive compensation. Defendants have denied, and continue to deny, each and all of the claims alleged by Lead Plaintiff and any allegations of wrongdoing, liability, or damages.

If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims against Defendants, neither Lead Plaintiff nor the other Members of the Class would recover anything from Defendants. Also, if Defendants proved any of their defenses at summary judgment, trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Class Member: all Persons who purchased or otherwise acquired Holley securities between July 21, 2021 and February 6, 2023, inclusive, and were allegedly damaged thereby, except those Persons and entities that are excluded.

Excluded from the Class are: Defendants and their Immediate Family Members; the current and Class Period officers, directors, and affiliates of Holley, and their legal representatives, heirs, or assigns, and any entity in which Defendants have or had a controlling interest; and the legal representatives, affiliates, heirs, successors-in-interest or assigns of any such excluded party and any entity in which such excluded persons have or had a controlling interest. Also excluded from the Class is any Person who would otherwise be a Member of the Class but who validly and timely requests exclusion by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice or Postcard Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of the proceeds from the Settlement, you are required to submit a Proof of Claim and the required supporting documentation as set forth therein postmarked or submitted online on or before November 19, 2026.

5. What if I am still not sure if I am included in the Class?

If you are still not sure whether you are included in the Class, you can ask for free help. You can contact the Claims Administrator toll-free at 1-888-808-6249, or via email at info@HolleySecuritiesSettlement.com, or you can fill out and return the Proof of Claim to see if you qualify. You may also submit the Proof of Claim online via the Settlement website: www.HolleySecuritiesSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Plaintiff's Claims (defined below) and dismissal of the Litigation, Defendant Holley and Defendants' insurers will pay, or cause to pay, $12,750,000 in cash to be distributed after Taxes, Tax Expenses, Notice and Administration Expenses, and Court-approved attorneys' fees and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total value of Holley securities represented by the valid Proof of Claim forms that Class Members send in, compared to the value of your Claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM FORM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must timely complete and submit a Proof of Claim form. A Proof of Claim form may be downloaded at www.HolleySecuritiesSettlement.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail** (to *Holley Securities Settlement*, Claims Administrator, c/o Verita Global, P.O. Box 301170, Los Angeles, CA 90030-1170) **or submit it online at www.HolleySecuritiesSettlement.com so that it is postmarked (if mailed) or received (if submitted online) no later than November 19, 2026**. If you do not submit a timely Proof of Claim form with the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Class as described below, you will still be bound by the Settlement, the Judgment, and the releases contained therein.

9. When would I get my payment?

The Court will hold a Settlement Hearing on November 9, 2026, at 9:30 a.m. CT, to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Plaintiff's Claims (as defined below) in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Plaintiff's Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Released Defendant Parties" (as defined below):

- "Immediate Family Members" means current and former spouses, parents, stepparents, foster parents, fathers-in-law, mothers-in-law, children, stepchildren, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and first cousins. First cousin means the child of a parent's sibling, *i.e.*, the child of an aunt or uncle.
- "Related Parties" means any Person's former, present or future parents, subsidiaries, divisions, controlling persons, associates, related entities and affiliates, any entity in which a Person has a controlling interest, and each and all of the Person's and their respective present and former employees, independent contractors, members, partners, principals, officers, directors, equity holders, managers, servants, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, entities providing fairness opinions, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers or co-insurers of each of them; as well as the predecessors, successors, sister corporations, estates, Immediate Family Members, heirs, executors, legatees, devisees, receivers, settlors, beneficiaries, trusts, trustees, administrators, agents, legal or any other representatives, assigns, assignors, and assignees of each of them.
- "Released Defendant Party" or "Released Defendant Parties" mean each and all of Defendants, Defendants' Counsel, and any of their Related Parties. The Released Defendant Parties, excluding Defendants themselves, are intended as third-party beneficiaries of this Settlement with respect to the release of the Released Plaintiff's Claims.
- "Released Defendants' Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages, and liabilities, including both known and Unknown Claims, of every nature and description whatsoever, whether contingent or non-contingent, derivative or direct, mature or not mature, accrued or not accrued, concealed or hidden, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, in law, in contract, or in equity, regardless of legal or equitable theory, whether class or individual in nature, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Litigation against the Defendants. Released Defendants' Claims does not include (i) any claims relating to the enforcement of the Settlement; (ii) any claims between the Released Defendant Parties and their respective insurers; and (iii) any claims of any shareholder that validly and timely requests exclusion in accordance with the requirements set by the Court in connection with the Settlement.
- "Released Plaintiff's Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages, and liabilities, including both known and Unknown Claims, of every nature and description whatsoever, whether contingent or non-contingent, derivative or direct, mature or not mature, accrued or not accrued, concealed or hidden, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, in law, in contract, or in equity, regardless of legal or equitable theory, whether class or individual in nature, that have been asserted, could have been asserted, or could be asserted in the future in any forum against any of the Released Defendant Parties that (i) arise out of, or relate in any way to, or are based upon, directly or indirectly, the allegations, transactions, acts, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in the operative complaint in the Litigation, or in any other complaint in the Litigation, and (ii) in any way are based upon or related to the purchase or acquisition of Holley securities purchased or otherwise acquired by Members of the Class during the Class Period. Released Plaintiff's Claims does not include (i) any claims relating to the enforcement of the Settlement; and (ii) any claims of any shareholder that validly and timely requests exclusion in accordance with the requirements set by the Court in connection with the Settlement.
- "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" mean each and every Class Member, Lead Plaintiff, Lead Plaintiff's Counsel, and each of their Related Parties. Releasing Plaintiff Parties do not include any Person who would otherwise be a Member of the Class but who or which has validly and timely excluded himself, herself, themselves, or itself therefrom.

- “Unknown Claims” means (a) any and all Released Plaintiff’s Claims that any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, their, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of Lead Plaintiff, the Class, and Lead Plaintiff’s Counsel, which, if known by him, her, them, or it, might have affected his, her, their, or its settlement and release of Lead Plaintiff, the Class, and Lead Plaintiff’s Counsel. With respect to (a) any and all Released Plaintiff’s Claims against the Released Defendant Parties, and (b) any and all Released Defendants’ Claims against Lead Plaintiff, the Class, and Lead Plaintiff’s Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

  > A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

  The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff’s Claims or Released Defendants’ Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiff’s Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants’ Claims against Lead Plaintiff, the Class, and Lead Plaintiff’s Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Defendant Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself or "opting out." If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose. If timely and valid requests for exclusion exceed a certain threshold, as set forth in a separate confidential agreement between the Settling Parties, Defendant Holley shall have, in its discretion, the option to terminate the Settlement in accordance with the procedures set forth in the Supplemental Agreement.

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you "request exclusion from the Class in the *Holley Securities Settlement*." Your letter must include a list identifying the dates and the number of shares of Holley securities that you purchased, acquired, and sold for each such purchase, acquisition, and sale during the Class Period. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is ***received*** **no later than October 19, 2026,** to:

Holley Securities Settlement
Claims Administrator
c/o Verita Global
ATTN: EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Defendant Parties about the Released Plaintiff's Claims in the future, if such claims are not time-barred.

Your request for exclusion shall not be valid and effective unless it provides all the information called for in this Section 11 and is received within the time stated above, or is otherwise accepted by the Court.

12. If I do not exclude myself, can I sue the Defendants and the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Defendant Parties for any and all Released Plaintiff's Claims. If you have a pending lawsuit against the Released Defendant Parties, speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit regarding any Released Plaintiff's Claims. Remember, the exclusion deadline is October 19, 2026.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the other Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represents Class Members, including you. Robbins Geller is called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed twenty-five percent (25%) of the Settlement Amount and for expenses and charges in an amount not to exceed $300,000 in connection with prosecuting the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Lead Plaintiff may seek up to $10,000 for its costs and expenses incurred in representing the Class pursuant to 15 U.S.C. §78u-4(a)(4). Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment on or object to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Holley Securities Settlement*. Include your name, address, telephone number, and your signature, identify the date(s) and number of shares of Holley securities you purchased or acquired and sold during the Class Period, and state with specificity your comments or the reasons why you object to the proposed Settlement, Plan of Allocation, and/or fee and expense application, including any legal and evidentiary support for such objection. Any objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. You must also include copies of documents demonstrating your purchase(s) or acquisitions and/or sale(s) of Holley securities during the Class Period, and the objection must be signed by the objector, even if the objector is represented by counsel. The objection must also identify all settlements to which you or your counsel have objected during the past three years. Your comments or objection must be filed with the Court and mailed to each of the following addresses such that it is ***received*** **no later than October 19, 2026:**

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
OFFICE OF THE CLERK UNITED STATES DISTRICT COURT WESTERN DISTRICT OF KENTUCKY BOWLING GREEN DIVISION William H. Natcher Federal Building and United States Courthouse 241 East Main Avenue Bowling Green, KY 42101	ROBBINS GELLER RUDMAN & DOWD LLP Theodore J. Pintar 655 West Broadway Suite 1900 San Diego, CA 92101	LATHAM & WATKINS LLP Nicholas J. Siciliano 330 North Wabash Avenue Suite 2800 Chicago, IL 60611

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court that you do not want to recover money from the Settlement and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend, and you may ask to speak, but you do not have to.

18. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at 9:30 a.m. CT, on November 9, 2026, before Judge Greg N. Stivers, at the United States District Court for the Western District of Kentucky, Bowling Green Division, 241 East Main Avenue, Bowling Green, KY 42101. At the hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Lead Counsel and Lead Plaintiff. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website, www.HolleySecuritiesSettlement.com, beforehand to be sure that the date and/or time have not changed.

In addition, the possibility exists that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, www.HolleySecuritiesSettlement.com, before making any plans to attend the Settlement Hearing. Any and all updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.HolleySecuritiesSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video, the access information will be posted to the Settlement website, www.HolleySecuritiesSettlement.com. Accordingly, please continue to check the Settlement website for important updates.**

19. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you are a Class Member and send an objection, you do not have to come to Court to talk about it. As long as you are a Class Member and your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your "Notice of Intention to Appear in the *Holley Securities Settlement*." Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys' fees and expenses to be awarded to Lead Counsel or Lead Plaintiff and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be ***received*** **no later than October 19, 2026**, and addressed to the Office of the Clerk, Lead Counsel, and Defendants' Counsel, at the addresses listed above in question 16.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Plaintiff's Claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-888-808-6249 or by email at info@HolleySecuritiesSettlement.com. Reference is also made to the Settlement Agreement, to the filings in support of the Settlement, to the Orders entered by the Court, and to the other Settlement-related papers filed in the Litigation, which are posted on the Settlement website at www.HolleySecuritiesSettlement.com, and which may be inspected at the Office of the Clerk of the United States District Court for the Western District of Kentucky, Bowling Green Division, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

23. How will my Claim be calculated?

The Settlement Amount of $12,750,000 and any interest earned thereon is the "Settlement Fund." The Settlement Fund, less all Taxes, Tax Expenses, Notice and Administration Expenses, and approved fees and expenses (the "Net Settlement Fund") shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator ("Authorized Claimants"). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on your transactions in Holley securities during the Class Period.

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Class Members based on their respective alleged economic losses resulting from the violations alleged in the Litigation.

The Claims Administrator shall determine each Class Member's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below. A Recognized Loss will be calculated for each Holley security purchased, acquired, or held during the Class Period. The calculation of Recognized Loss will depend upon several factors, including when the Holley security was purchased or acquired and in what amounts, whether the securities were sold, and, if so, when they were sold and for what amounts.

The Recognized Loss is not intended to estimate the amount a Class Member may have been able to recover after a trial, nor to estimate the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. The allocation below is based on the following inflation per security amounts for Class Period purchases and sales, as well as the statutory PSLRA 90-day look-back amount set forth in Tables B and D.[2] Furthermore, if any of the formulas set forth below yield an amount less than $0.00, the claim per security shall be $0.00.

The Plan of Allocation was developed in consultation with Lead Plaintiff's damages expert. In developing the Plan of Allocation, the expert calculated the estimated amount of alleged artificial inflation in the prices of Holley securities that was allegedly caused by Defendants' alleged materially false and misleading statements and omissions. In calculating the estimated artificial inflation allegedly caused by those alleged misrepresentations and omissions, the consultant considered the price change in Holley securities in reaction to the public disclosure that allegedly corrected the alleged misrepresentation or omissions, adjusting the price change for factors that were attributable to market forces, and for non-fraud related Company-specific information.

In order to have recoverable damages under the federal securities laws, disclosures of the alleged misrepresentation and/or the alleged omission must be the cause of the loss for which the plaintiff seeks to recover. In order to have a "Recognized Loss Amount" under the Plan of Allocation, shares of Holley securities must have been purchased or acquired during the Class Period and held through the issuance of at least one alleged corrective disclosure. A Claimant's "Recognized Claim" under the Plan of Allocation will be the sum of their Recognized Loss Amounts. A "claim" will be calculated as follows:

Eligible Shares

For Holley shares purchased, or acquired, on or between July 21, 2021 through and including February 6, 2023, the claim per share shall be as follows:

(a) If sold prior to July 29, 2022, the claim per share is $0.00.

(b) If sold on or between July 29, 2022 through February 7, 2023, the claim per share shall be the lesser of: (i) the inflation per share at the time of purchase less the inflation per share at the time of sale as set forth in Table A below; and (ii) the difference between the purchase price and the selling price.

(c) If retained at the end of February 7, 2023 and sold on or before May 5, 2023, the claim per share shall be the least of: (i) the inflation per share at the time of purchase; (ii) the difference between the purchase price and the selling price; and (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table B below.

(d) If retained at the end of May 5, 2023 or sold thereafter, the claim per share shall be the lesser of: (i) the inflation per share at the time of purchase; and (ii) the difference between the purchase price and $2.36.

[2] Under 15 U.S.C. §78u-4(e)(1), "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the statute, Recognized Loss Amounts for Holley securities are reduced to an appropriate extent by taking into account the closing prices of Holley securities during the 90-day look-back period. The mean (average) closing price for Holley common stock following this 90-day look-back period was $2.36 per share as shown in Table B. The mean (average) closing price for Holley warrants following this 90-day look-back period was $0.32 per warrant as shown in Table D.

Eligible Warrants

For Holley warrants purchased, or acquired, on or between July 21, 2021 through and including February 6, 2023, the claim per warrant shall be as follows:

(a) If sold prior to July 29, 2022, the claim per warrant is $0.00.

(b) If sold on or between July 29, 2022 through February 7, 2023, the claim per warrant shall be the lesser of: (i) the inflation per warrant at the time of purchase less the inflation per warrant at the time of sale as set forth in Table C below; and (ii) the difference between the purchase price and the selling price.

(c) If retained at the end of February 7, 2023 and sold on or before May 5, 2023, the claim per warrant shall be the least of: (i) the inflation per warrant at the time of purchase; (ii) the difference between the purchase price and the selling price; and (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in Table D below.

(d) If retained at the end of May 5, 2023, or sold thereafter, the claim per warrant shall be the lesser of: (i) the inflation per warrant at the time of purchase; and (ii) the difference between the purchase price and $0.32.

ADDITIONAL PROVISIONS

FIFO Matching: For Class Members who held Holley securities at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out ("FIFO") method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Holley securities during the Class Period will be matched, in chronological order, first against Holley securities held at the beginning of the Class Period. The remaining sales of Holley securities during the Class Period will then be matched, in chronological order, against Holley securities purchased or acquired during the Class Period.

Determination of Distribution Amount: A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Holley securities described above during the Class Period are subtracted from all losses. However, the proceeds from sales of Holley securities that have been matched against Holley securities held at the beginning of the Class Period will not be used in the calculation of such net loss. The pro-rata share of the Net Settlement Fund will be calculated for each Authorized Claimant as the Claimant's Recognized Loss divided by the sum of all Authorized Claimants' Recognized Loss, multiplied by the total amount of the Net Settlement Fund attributable to that Authorized Claimant's eligible Holley securities. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than $10.00.

Market Gains and Losses: If a Claimant suffered an overall market loss with respect to their overall transactions in Holley securities during the Class Period but that market loss was less than the Claimant's total Recognized Claim calculated above, then the Claimant's Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a Claimant had a market gain, or suffered a market loss, with respect to a Claimant's overall transactions of Holley securities during the Class Period, the Claims Administrator will determine the difference between the Claimant's (i) Total Purchase Amount[3] and (ii) the sum of the Total Sales Proceeds[4] and Holding Value.[5]

The Settlement proceeds available for warrants acquired during the Class Period shall be limited to a total amount equal to 5% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for warrants exceeds 5% of all Recognized Claims, then the Recognized Loss Amounts calculated for warrant transactions will be reduced proportionately until they collectively equal 5% of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100% of the common stock-based claims, any excess amount will be used to pay the balance on the remaining warrant-based claims.

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[3] The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for Holley securities purchased during the Class Period.

[4] The Claims Administrator will match any sales of Holley securities from the start of the Class Period through and including the close of trading on February 8, 2023, first against the Claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Holley securities sold from the start of the Class Period through and including the close of trading on February 8, 2023 will be the "Total Sales Proceeds."

[5] The Claims Administrator will ascribe a "Holding Value" equal to: (1) $2.13 for each share of Holley common stock purchased during the Class Period and still held as of the close of trading February 8, 2023, and (2) $0.33 for each warrant purchased during the Class Period and still held as of the close of trading on February 8, 2023.

"Purchase/Sale' Dates": A purchase, acquisition, or sale of Holley securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Holley securities during the Class Period shall not be deemed a purchase, acquisition, or sale of Holley securities for the calculation of a Claimant's Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such security unless specifically provided in the instrument of gift or assignment. The receipt of Holley securities during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or acquisition of Holley securities. The receipt of Holley securities during the Class Period pursuant to a Private Investment in Public Equity ("PIPE") contractual requirement shall not be deemed a purchase or acquisition of Holley securities.

Securities Purchased/Sold Through the Exercise of Options: With respect to Holley securities purchased or sold through the exercise of an option, the purchase/sale of the Holley securities is the exercise date of the option and the purchase/sale price of the Holley securities is the exercise price of the option. Any Recognized Claim arising from the purchase of Holley securities acquired during the Class Period through the exercise of an option on Holley securities shall be computed as provided for other purchases of Holley securities in the Plan of Allocation.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time after the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to any appropriate non-sectarian, non-profit charitable organization(s) serving the public interest.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Defendants, or Defendants' Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim form.

TABLE A

Artificial Inflation in Holley Common Stock
July 21, 2021 through February 7, 2023

Date	Artificial Inflation Per-Share
from July 21, 2021 to July 28, 2022	$8.18
from July 29, 2022 to July 31, 2022	$3.18
from August 1, 2022 to November 15, 2022	$1.83
from November 16, 2022 to February 6, 2023	$1.27
February 7, 2023	$0.20
from February 8, 2023 onwards	$0.00

TABLE B

90-Day Look-back Table for Holley Common Stock
Closing Price and Average Closing Price
February 8, 2023 through May 5, 2023

Date	Closing Price	Average Closing Price from February 8, 2023 through Date Shown
February 08, 2023	$2.13	$2.13
February 09, 2023	$2.11	$2.12
February 10, 2023	$2.27	$2.17
February 13, 2023	$2.29	$2.20
February 14, 2023	$2.25	$2.21
February 15, 2023	$2.45	$2.25
February 16, 2023	$2.27	$2.25
February 17, 2023	$2.30	$2.26
February 21, 2023	$2.16	$2.25
February 22, 2023	$2.20	$2.24
February 23, 2023	$2.15	$2.23
February 24, 2023	$2.15	$2.23
February 27, 2023	$2.25	$2.23
February 28, 2023	$2.18	$2.23
March 01, 2023	$2.15	$2.22
March 02, 2023	$2.17	$2.22
March 03, 2023	$2.33	$2.22
March 06, 2023	$2.22	$2.22
March 07, 2023	$2.15	$2.22
March 08, 2023	$1.98	$2.21
March 09, 2023	$2.77	$2.23
March 10, 2023	$2.96	$2.27
March 13, 2023	$2.92	$2.30
March 14, 2023	$2.93	$2.32
March 15, 2023	$2.71	$2.34
March 16, 2023	$2.63	$2.35
March 17, 2023	$2.50	$2.35
March 20, 2023	$2.46	$2.36
March 21, 2023	$2.61	$2.37
March 22, 2023	$2.40	$2.37
March 23, 2023	$2.37	$2.37
March 24, 2023	$2.34	$2.37
March 27, 2023	$2.45	$2.37
March 28, 2023	$2.38	$2.37
March 29, 2023	$2.35	$2.37
March 30, 2023	$2.64	$2.38
March 31, 2023	$2.74	$2.39
April 03, 2023	$2.66	$2.39
April 04, 2023	$2.47	$2.40
April 05, 2023	$2.32	$2.39
April 06, 2023	$2.27	$2.39
April 10, 2023	$2.28	$2.39
April 11, 2023	$2.27	$2.39
April 12, 2023	$2.20	$2.38
April 13, 2023	$2.17	$2.38
April 14, 2023	$2.17	$2.37
April 17, 2023	$2.47	$2.37
April 18, 2023	$2.52	$2.38
April 19, 2023	$2.55	$2.38
April 20, 2023	$2.41	$2.38
April 21, 2023	$2.31	$2.38
April 24, 2023	$2.27	$2.38
April 25, 2023	$2.19	$2.37
April 26, 2023	$2.17	$2.37
April 27, 2023	$2.27	$2.37
April 28, 2023	$2.41	$2.37
May 01, 2023	$2.36	$2.37
May 02, 2023	$2.23	$2.37
May 03, 2023	$2.15	$2.36
May 04, 2023	$2.18	$2.36
May 05, 2023	$2.32	$2.36

TABLE C

Artificial Inflation in Holley Warrants
July 21, 2021 through February 7, 2023

Date	Artificial Inflation Per-Warrant
from July 21, 2021 to July 28, 2022	$2.42
from July 29, 2022 to July 31, 2022	$1.25
from August 1, 2022 to November 15, 2022	$0.61
from November 16, 2022 to February 6, 2023	$0.30
February 7, 2023	$0.07
from February 8, 2023 onwards	$0.00

TABLE D

90-Day Look-back Table for Holley Warrants
Closing Price and Average Closing Price
February 8, 2023 through May 5, 2023

Date	Closing Price	Average Closing Price from February 8, 2023 through Date Shown
February 08, 2023	$0.34	$0.34
February 09, 2023	$0.37	$0.35
February 10, 2023	$0.36	$0.36
February 13, 2023	$0.38	$0.36
February 14, 2023	$0.38	$0.37
February 15, 2023	$0.37	$0.37
February 16, 2023	$0.38	$0.37
February 17, 2023	$0.33	$0.36
February 21, 2023	$0.33	$0.36
February 22, 2023	$0.36	$0.36
February 23, 2023	$0.35	$0.36
February 24, 2023	$0.33	$0.36
February 27, 2023	$0.32	$0.35
February 28, 2023	$0.33	$0.35
March 01, 2023	$0.31	$0.35
March 02, 2023	$0.27	$0.34
March 03, 2023	$0.32	$0.34
March 06, 2023	$0.25	$0.34
March 07, 2023	$0.26	$0.33
March 08, 2023	$0.26	$0.33
March 09, 2023	$0.38	$0.33
March 10, 2023	$0.39	$0.34
March 13, 2023	$0.41	$0.34
March 14, 2023	$0.39	$0.34
March 15, 2023	$0.37	$0.34
March 16, 2023	$0.38	$0.34
March 17, 2023	$0.36	$0.34
March 20, 2023	$0.35	$0.34
March 21, 2023	$0.36	$0.35
March 22, 2023	$0.35	$0.35
March 23, 2023	$0.34	$0.35
March 24, 2023	$0.30	$0.34
March 27, 2023	$0.34	$0.34
March 28, 2023	$0.34	$0.34
March 29, 2023	$0.33	$0.34
March 30, 2023	$0.36	$0.34
March 31, 2023	$0.36	$0.34
April 03, 2023	$0.35	$0.34
April 04, 2023	$0.34	$0.34
April 05, 2023	$0.30	$0.34
April 06, 2023	$0.32	$0.34
April 10, 2023	$0.32	$0.34
April 11, 2023	$0.33	$0.34
April 12, 2023	$0.31	$0.34
April 13, 2023	$0.33	$0.34
April 14, 2023	$0.33	$0.34
April 17, 2023	$0.32	$0.34
April 18, 2023	$0.34	$0.34
April 19, 2023	$0.28	$0.34
April 20, 2023	$0.25	$0.34
April 21, 2023	$0.26	$0.34
April 24, 2023	$0.26	$0.33
April 25, 2023	$0.26	$0.33
April 26, 2023	$0.21	$0.33
April 27, 2023	$0.22	$0.33
April 28, 2023	$0.25	$0.33
May 01, 2023	$0.28	$0.33
May 02, 2023	$0.27	$0.32
May 03, 2023	$0.23	$0.32
May 04, 2023	$0.24	$0.32
May 05, 2023	$0.25	$0.32

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Holley securities during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THE POSTCARD NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such Holley securities during such time period, or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within seven (7) days mail the Postcard Notice via First Class Mail directly to the beneficial owners of the Holley securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to $0.03 per record for providing names, addresses, and email addresses to the Claims Administrator; up to a maximum of $0.03 per Postcard Notice mailed by nominee, plus postage at the rate used by the Claims Administrator; or $0.03 per Postcard Notice sent by email. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator at notifications@veritaglobal.com or:

Holley Securities Settlement
Claims Administrator
c/o Verita Global
P.O. Box 301170
Los Angeles, CA 90030-1170

DATED: August 3, 2026

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
BOWLING GREEN DIVISION